

June 3, 2009

Mr. William Burrus
President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

CERTIFIED MAIL NUMBER:
7099 3400 0009 5112 7573

Dear Bill:

This responds to your April 17 letter regarding the Memorandum of Understanding (MOU) Re: Layoff Protection, which is printed on page 286 of the 2006 USPS/APWU Collective Bargaining Agreement. In particular, you request to know the Postal Service's definition of the word "employee" as used in the MOU. In sum, it is the APWU's position that once an employee obtains the protective status against layoff under the MOU, you opine that the employee has that protection forever, even if the employee transferred out of or is reassigned to a non-APWU bargaining unit position.

The Postal Service does not agree. It is the Postal Service's position that once an employee leaves, voluntarily or involuntarily, from an APWU-represented position, that employee is not covered by any of the provisions of that collective bargaining agreement. Put another way, application of this particular MOU is limited to those APWU-represented craft employees covered under the parties' 2006 National Agreement, just as would be the case with other provisions of the Agreement. In the Postal Service's view, this position is supported, among other things, by the plain reading of Article 1, Section 2, of the National Agreement which states:

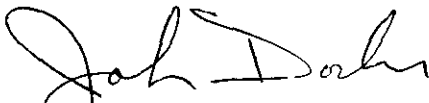
The employee groups set forth in Section 1 above do not include, and this Agreement does not apply to:

- 1. Managerial and supervisory personnel;***
- 2. Professional employees;***
- 3. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;***
- 4. Security guards as defined in Public Law 91-375 1201(2);***
- 5. All Postal Inspection Service employees;***
- 6. Employees in the supplemental work force as defined in Article 7;***
- 7. Rural letter carriers;***
- 8. Mailhandlers; or***
- 9. Letter carriers.***

Accordingly, once an employee is reassigned to any of the above positions, the terms of the 2006 APWU Agreement, including the MOU Re: Layoff Protection would not apply.

Notwithstanding our position, I am available to continue our discussions and to review any documentation, external law or contract provision that the APWU relies upon in support of its position, as expressed in your letter, including your opinion that "'protected' status, temporary or permanent, is unaffected by the reassignment of employees from one bargaining unit or craft to another."

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Dockins". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Dockins".

John W. Dockins
Manager
Contract Administration (APWU)